

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA (Pittsburgh)**

IN RE:

MICHAEL K HERRON

Debtor

Deutsche Bank National Trust Company, as Trustee
for Soundview Home Loan Trust 2006-OPT5,
Asset-Backed Certificates, Series 2006-OPT5,
Movant

vs.

MICHAEL K HERRON

and

NORMA HILDENBRAND (TRUSTEE)
Respondents

Case No. 19-24527-TPA

Chapter 11

Hearing Date: June 3, 2021

11 U.S.C. §362

**STIPULATION IN SETTLEMENT OF MOTION FOR RELIEF
FROM THE AUTOMATIC STAY**

It is hereby stipulated by and between Brock & Scott, PLLC, counsel for the Movant, Deutsche Bank National Trust Company, as Trustee for Soundview Home Loan Trust 2006-OPT5, Asset-Backed Certificates, Series 2006-OPT5, and Aurelius P. Robleto, Esquire, counsel for the Debtor, as follows:

1. The Automatic Stay as provided by Section 362 of the Bankruptcy Code shall remain in full force and effect conditioned upon the terms and conditions set forth herein.
2. This Stipulation pertains to the property located at **731 Rosedale St, Annapolis, MD 21401**, mortgage account ending with “**4663**”.
3. The parties agree that the total post-petition arrearage consists of six (6) monthly payments for the months of August 2020 through January, 2021 at \$2,168.99 each; five (5) monthly payments for the months of February, 2021 through June, 2021 at \$2,161.93 each; attorney fees and costs in the amount of \$1,238.00; less suspense in the amount of **\$1,550.66**; resulting in the total post-petition arrearage amount of **\$23,510.93**.

4. The parties agree that the allowed total secured claim of Movant for pre-petition arrearages in the amount of \$1,750.27 and post-petition arrears in the amount of \$25,709.09 will be paid, in full, through the Debtor's Chapter 11 Plan. The total delinquency to be paid to Movant through the Chapter 11 Plan is **\$27,459.36**.
5. The parties agree that the Movant may file a Notice of Post-Petition Fees, Charges and Expenses as a supplement to the filed Proof of Claim for the above-stated post-petition arrears as provided in paragraph three (3) set forth above, and that same shall be deemed approved upon entry of the Order approving this Stipulation.
6. Debtor agrees to remain current post-petition from this day forward. Beginning July 1, 2021, all subsequent monthly payments and late charges shall be due in accordance with the terms of the Mortgage. All payments made pursuant to this Stipulation shall be payable to **PHH MORTGAGE CORPORATION, PHH MORTGAGE SERVICES, MAILSTOP SBRP // P.O. BOX 5469, MOUNT LAUREL, NJ 08054**.
7. If Debtor provides sufficient proof (front and back copies of checks or money orders) of payments made, but not already credited, the account will be adjusted accordingly. This includes any proof of insurance or taxes paid by Debtor, wherein if Debtor provides proof of coverage or payment of taxes, the escrow account will be adjusted accordingly.
8. Should the Debtor fail to make any of the above captioned payments, or if any regular monthly mortgage payment commencing after the cure of the post-petition delinquency is more than fifteen (15) days late, Movant may send Debtor and counsel, if applicable, a written Notice of Default of this Stipulation. If the default is not cured within ten (10) days of the date of the Notice, Movant shall file an Affidavit of Default with the Court and the stay of relief shall be lifted, Rule 4001(a)(3) waived, so that the Relief Order is immediately effective and enforceable.
9. Debtor's tendering of a check to PHH Mortgage Corporation, which is subsequently returned due to insufficient funds in the account upon which the check is drawn, shall not constitute payment as the term is used in this Stipulation.
10. The parties agree that a facsimile signature shall be considered an original signature.

Dated: July 1, 2021

/s/ Mario Hanyon

Mario Hanyon, Esq.
Attorney for Movant

/s/ Aurelius P. Robleto

Aurelius P. Robleto, Esquire
Attorney for Debtor

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ORDER

AND NOW, this day of , 2021, it is hereby **ORDERED** that the corresponding Stipulation is hereby approved, shall be, and is hereby made an Order of this Court.

It is FURTHER ORDERED that in the event an Affidavit of Default is filed by Movant in accordance with paragraph eight (8) of the Stipulation, the automatic stay is terminated as it affects the interests of Movant with respect to the property situate at **731 Rosedale St, Annapolis, MD 21401**, mortgage account ending with “**4663**”.

Honorable Thomas P. Agresti
United States Bankruptcy Judge